



Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications, Sport and the Arts

Participation in the On Farm Connectivity Program Round 3: Approved Supplier Deed Poll

Date: [DD MMMM YYYY]

Made by: [Legal name of supplier] ABN [XX XXX XXX XXX] (the Approved Supplier)

In favour of: The Commonwealth of Australia (the Commonwealth) as represented by the
Department of Infrastructure, Transport, Regional Development, Communications, Sport and the
Arts, ABN 86 267 354 017 (the department).

Background

- A. The On Farm Connectivity Program (the Program) supports Primary Producers in agriculture, forestry and fisheries to extend on-farm connectivity and take advantage of connected machinery and sensor technology.
- B. The department sought an Expression of Interest (EOIs) from suppliers of connectivity equipment and connected agriculture technology (ag-tech) products to participate in Round 3 of the Program. Following the assessment of EOIs, the department has approved [Legal name of Supplier] to participate as an Approved Supplier for Round 3 of the Program and be on the List of Approved Suppliers, on the terms of this Deed Poll, upon execution of this Deed Poll.
- C. Approval as an Approved Supplier (and execution of this Deed Poll) does not guarantee any minimum volumes of orders, work or sales, nor does it guarantee that the Approved Supplier will be eligible for any grant (rebate) payments under the Program.

Program Overview

- A. Once the Approved Supplier has been included on the List of the Approved Suppliers, and the Program has opened for applications, the Program offers a grant (rebate) for up to 50% of the sale price of Eligible Equipment, including supply, delivery, installation and training (where relevant), to Primary Producers, up to maximum total grant (rebate) per Primary Producer. The Approved Supplier must separately negotiate with the Primary Producers in relation to the sale of the Eligible Equipment. Once a sale has been agreed between the Primary Producer and the Approved Supplier, the Approved Supplier must submit details of the proposed sale to the Commonwealth. The Commonwealth will then

consider the proposed sale against the eligibility criteria, including whether the proposed sale is for Eligible Equipment only, to confirm eligibility for, and value of, the potential grant (rebate). The Approved Supplier, Primary Producer and proposed sale must meet the requirements of the Grant Opportunity Guidelines.

- B. Once the sale of Eligible Equipment has been assessed and approved by the Business Grants Hub (the administering entity in the Department of Industry, Science and Resources), the Approved Supplier will be notified of this approval by the Business Grants Hub. The Approved Supplier may then proceed to supply, deliver, and install the Eligible Equipment in accordance with the terms of the sale agreed between the Approved Supplier and the Primary Producer.
- C. Following completion of the sale, the Approved Supplier must submit a claim for the approved grant (rebate) amount along with all required supporting documentation and in accordance with the Grant Opportunity Guidelines including evidence that the sale has been finalised, and that the Primary Producer has paid the remaining balance of the sale which is not covered by the grant (rebate). Following assessment of these materials, if the grant (rebate) is approved, the Commonwealth will then make payment of the grant (rebate) directly to the Approved Supplier.
- D. Primary Producers are not eligible to receive any grant (rebate) under the Program; however, they benefit by purchasing the Eligible Equipment from the Approved Supplier at a discount of 50%.
- E. By agreeing to be an Approved Supplier for Round 3 of the Program, the Supplier agrees to comply with terms and conditions as set out in this Deed Poll.

TERMS AND CONDITIONS

1. General obligations

- 1.1 The Approved Supplier must not inflate, manipulate or otherwise increase prices for eligible goods or services, whether directly or indirectly, as a result of the availability of a grant (rebate) under the Program.
- 1.2 Prices charged to Primary Producers must, for the duration of the Program, be equal to or less than, 50% of the Base Price.
- 1.3 The Base Price must:
 - a. be consistent with, or less than, prices offered to comparable customers for equivalent goods or services outside of the Program; and
 - b. not be increased from the price at the date the EOI is submitted.
- 1.4 The Approved Supplier must not do anything that may cause damage to the reputation of the Commonwealth or the Program.
- 1.5 The Approved Supplier represents and warrants that, at the date this Deed Poll is executed, and for the Term of this Deed Poll:
 - a. all information which is provided to the Commonwealth in connection with the Program is true, complete and correct;
 - b. its personnel, including any subcontractors engaged, hold, and will continue to hold, all necessary licences, registrations and approvals to supply, deliver and (where relevant) install the Eligible Equipment;
 - c. all Eligible Equipment complies, and will continue to comply, with all applicable legislation and regulations;
 - d. it is not aware of, and will promptly notify the department of any circumstances, (including any financial circumstances, investigation, litigation or other proceeding whether actual, pending or threatened) that would or may cause damage to the reputation of the Program or the Commonwealth.

2. Term of this Deed Poll

- 2.1 The Term of this Deed Poll commences on the date of execution by the Approved Supplier and ends on 30 June 2027.

3. Compliance with laws

- 3.1 The Approved Supplier must ensure its officers, employees, agents and subcontractors, comply with:
- all applicable laws in connection with the performance of this Deed Poll, including during the supply, delivery, installation, and training of Eligible Equipment; and
 - all applicable laws and policies relating to work health and safety, consumer protection, competition, professional licences and registrations.
- 3.2 The Approved Supplier warrants that its performance of this Deed Poll will not cause the Primary Producer or the Commonwealth to breach any applicable laws.

4. Relevant qualifications, licenses, permits, approvals or skills

- 4.1 The Approved Supplier agrees to ensure that any personnel performing work in relation to the Program, including subcontractors:
- are appropriately qualified to perform the work indicated; and
 - have obtained and will maintain any qualifications, competencies, licenses, permits, approvals, training or experience reasonably required to safely perform the relevant activities under the Program, having regard to the nature of the work, the environment in which it is performed and applicable to work health and safety requirements.

5. Work Health and Safety Plan

- 5.1 The Approved Supplier must have, maintain and implement a Work Health and Safety Plan that is proportionate to the nature, scope and risk of the proposed services and activities undertaken under the Program. At a minimum, the Work Health and Safety Plan must include the following:
- policies and procedures that are necessary to meet any applicable legislative or regulatory work health and safety requirements;
 - potential reasonably foreseeable work health and safety issues and how each is proposed to be managed or mitigated, if it occurs;
 - whether any of the work health and safety related policies and practices, including any of the work health and safety codes of practice, that the Approved Supplier has in place to ensure the safety and security of persons working at any site associated with the performance of services and activities under the Program are applicable;
 - a specific process and timetable for critical incident management; and
 - the timing and content of work health and safety training,
- and must take into account the following conditions, where applicable:
- remote or isolated locations;
 - interaction with farm infrastructure, machinery or livestock;
 - uneven terrain and outdoor conditions;
 - the presence and activities of Primary Producers and their personnel.
- 5.2 The department may, at any time, require the Supplier to provide:
- a copy of the Approved Supplier's Work Health and Safety Plan; and

- b. certification from Director / Partner or WHS Manager as appropriate of compliance with the Approved Supplier's Work Health and Safety Plan and this clause 5.
- 5.3 The Approved Supplier must ensure that any subcontractors undertake work in accordance with the Work Health and Safety Plan.
- 5.4 Without limiting the Approved Supplier's obligations under any relevant laws, the Approved Supplier must notify the department as soon as reasonably practicable of any notifiable incident (as defined under applicable work health and safety legislation) arising from any activities or services undertaken in connection with the Program or this Deed Poll.
- 5.5 The Approved Supplier warrants that it will comply with the obligations under this clause 5 at all times during the Term of the Deed Poll.

6. Child Safety

- 6.1 If the Activity or any part of the Program involves the Approved Supplier employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Program, the Approved Supplier agrees:
 - a. to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity or the Program, including mandatory reporting and working with children checks however described;
 - b. if requested, provide the Commonwealth, at the Approved Supplier's cost, with an annual statement of compliance with this clause 6 in such form as may be specified by the department; and
 - c. to ensure that any subcontract entered into by the Approved Supplier for the purposes of this Deed Poll imposes the same obligations in clauses 6.1.a. and 6.1.b. on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

7. Conflict of Interest

- 7.1 The Approved Supplier warrants that, other than as previously declared in writing to the department, at the date of this Deed Poll and for the Term of this Deed Poll, no actual, perceived or potential conflicts of interest exist, or are reasonably anticipated, relevant to the performance by the Approved Supplier of its obligations under the Deed Poll.
- 7.2 At any time during the Term of this Deed Poll, the department may require the Approved Supplier to execute a conflict of interest declaration in the form specified by the department.
- 7.3 As soon as an Approved Supplier becomes aware that an actual, perceived or potential conflict has arisen or is likely to arise during the Term of this Deed Poll, the Approved Supplier will:
 - a. immediately notify the department;
 - b. promptly provide the department with all relevant information relating to the conflict; and
 - c. comply with any reasonable requirements notified by the department to resolve or otherwise manage the conflict.
- 7.4 As soon as practicable, any verbal information provided by the Approved Supplier must be followed by detailed written confirmation.
- 7.5 If the Approved Supplier fails to notify the department as set out in clause 7.3 or does not comply with the department's reasonable requirements to resolve or manage the conflict, the department may, at the department's sole discretion,
 - a. remove the Approved Supplier from the List of Approved Suppliers; and
 - b. terminate this Deed Poll,in accordance with clause 13.

8. Criminal Code

- 8.1 The Approved Supplier acknowledges that the giving of false or misleading information to the Commonwealth, including by omission, is a serious offence under section 137.1 of the schedule to the [Criminal Code Act 1995 \(Cth\)](#).
- 8.2 The Approved Supplier will ensure that any personnel or subcontractors engaged in connection with the Deed Poll are aware of the information contained in this clause.

9. Fraud

- 9.1 In this Deed Poll, 'Fraud' means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
- 9.2 The Approved Supplier must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Program.
- 9.3 If the Approved Supplier becomes aware of:
 - a. any Fraud in relation to the performance of the Program; or
 - b. any other Fraud that has had or may have an effect on the performance of the Program;
 - c. then it must within 5 business days report the matter to the department and all appropriate law enforcement and regulatory agencies.
- 9.4 The Approved Supplier must, at its own cost, investigate any Fraud in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.
- 9.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Program. The Approved Supplier agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.
- 9.6 This clause survives indefinitely the termination or expiry of this Deed Poll.

10. Repayment

- 10.1 If the department reasonably believes that:
 - a. the Approved Supplier has breached or not acted in accordance with the Grant Opportunity Guidelines or other Program eligibility requirements, or this Deed Poll;
 - b. there has been, or the department is made aware of any, Fraud or other dishonest conduct on the part of the Approved Supplier; or
 - c. any statement made by the Approved Supplier in participating in the Program is incorrect, incomplete, false or misleading,
 the department may by written notice:
 - d. require the Approved Supplier to repay any or all grant (rebate) amount(s) to the Commonwealth, in full or in part;
 - e. require the Approved Supplier to deal with any or all grant (rebate) amount(s) as directed by the department; or
 - f. deduct relevant amount(s) from subsequent payments of the grant (rebate) or amounts payable under another agreement between the Supplier and the Commonwealth.
- 10.2 If the Approved Supplier provides a refund to a Primary Producer for an item of Eligible Equipment in respect of which a grant (rebate) was provided for any reason, then the Approved Supplier must:
 - a. Promptly notify the department in writing and provide any additional information in relation to the refund reasonably requested by the department; and
 - b. Repay to the department an amount reasonably determined by the department having regard to the rebate (grant) provided by the department for that item of Eligible Equipment, the usual

sale price of the Eligible Equipment, and the amount of the refund given to the Primary Producer.

- 10.3 If the department issues a notice under this Deed Poll requiring the Approved Supplier to repay an amount:
- the Approved Supplier must do so within the time period specified in the notice;
 - the Approved Supplier must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
 - the department may recover the amount and any interest applicable under this Deed Poll as a debt due to the Commonwealth.

11. Supplier Conduct Requirements

- 11.1 In performing any obligations under the Program, including when engaging with Primary Producers and undertaking any delivery or installation activities, the Approved Supplier must act honestly, transparently and responsibly, including by:
- acting with integrity and accountability in all Program-related activities, including negotiation and performance of arrangements with Primary Producers;
 - not engaging in bribery, corruption, improper benefits or misleading conduct, and promptly disclosing any actual, potential or perceived conflicts of interest;
 - maintaining open and timely communication with Primary Producers and the Commonwealth and cooperating with audits, compliance checks and assurance activities;
 - using public funds appropriately and maintaining sound financial management practices;
 - ensuring that information on Eligible Equipment, pricing and services is accurate, current and consistent with Program requirements, including product specifications, performance claims and approved pricing;
 - ensuring all references to previous On Farm Connectivity Program rounds are removed from public materials to ensure applicants receive clear and accurate information on current Program settings;
 - not engaging in unfair, anti-competitive or unethical conduct, including collusion, misuse of confidential information or misleading representations;
 - upholding appropriate workforce welfare standards including lawful employment practices, fair working conditions, appropriate supervision and access to a safe and respectful workplace; and
 - minimising environmental impacts across their products and operations, including by ensuring responsible materials use and adherence to relevant environmental standards.
- 11.2 The Approved Supplier must:
- periodically monitor and assess its, and its officers', employees', and agents' compliance with clause 11.1; and
 - on request from the department, promptly provide information regarding: the policies, frameworks, or systems it has established to monitor and assess compliance with clause 11.1.
- 11.3 The Approved Supplier must immediately issue the department a notice on becoming aware of any breach of clause 11.1. The notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 11.4 Where the department identifies a possible breach of clause 11.1, it may issue the Approved Supplier a notice, and the Approved Supplier must, within three (3) business days of receiving the notice, either:
- where the Approved Supplier considers a breach has not occurred - advise the department that there has not been a breach and provide information supporting that determination; or
 - where the Approved Supplier considers that a breach has occurred - issue a notice under clause 11.3 and otherwise comply with its obligations under this clause 11.

- 11.5 Notwithstanding clause 11.4, the department may notify the Approved Supplier in writing that it considers that the Approved Supplier has breached clause 11.1, in which case the Approved Supplier must issue a notice under clause 11.3 and otherwise comply with its obligations under this clause 11.
- 11.6 A failure by the Approved Supplier to comply with its obligations under any part of this clause will be a material breach of the Deed Poll and may result in removal of the Approved Supplier from the List of Approved Suppliers in accordance with clause 13.
- 11.7 Nothing in this clause limits, reduces, or derogates from the Approved Supplier's other obligations under the Program, including this Deed Poll or the Grant Opportunity Guidelines or at law.
- 11.8 The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under this Deed Poll or any other Program document, including the Grant Opportunity Guidelines.
- 11.9 The performance by the Approved Supplier of its obligations under this clause will be at no additional cost to the Commonwealth.
- 11.10 The Approved Supplier agrees that the department or any other Commonwealth agency may take into account the Approved Supplier's compliance with this clause in any future approach to market, procurement or grant process.

12. Indemnities

- 12.1 The Approved Supplier indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Program, including any claim, loss or damage arising from any third parties, including Primary Producers, in relation to the supply, delivery, operation of or installation of Eligible Equipment or services, or any breach of this Deed Poll by the Approved Supplier.
- 12.2 The Approved Supplier's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the department contributed to the claim, loss or damage.

13. Removal from the List of Approved Suppliers and Termination

- 13.1 The department may immediately remove an Approved Supplier from the List of Approved Suppliers by notice where it reasonably believes the Approved Supplier:
 - a. has breached or will breach this Deed Poll; or
 - b. has provided false or misleading statements in their expression of interest, application for a grant (rebate) or grant (rebate) claim; or
 - c. has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 13.2 The Commonwealth will not be required to make any further payments to the Approved Supplier under the Program after the Approved Supplier has been removed from the List of Approved Suppliers and may terminate this Deed Poll and any other agreement entered into with the Approved Supplier under the Program immediately by notice.

14. Relationship between the Parties

- 14.1 A party is not by virtue of this Deed Poll the employee, agent or partner of the other party and is not authorised to bind or represent the other party.

15. Record keeping

- 15.1 The Approved Supplier agrees to maintain records relating to the conduct and management of the Activity and to provide those records to the Commonwealth upon request.

16. Intellectual Property

- 16.1 Subject to clause 16.2, the Approved Supplier owns the Intellectual Property Rights in Activity Material.
- 16.2 This Deed Poll does not affect the ownership of Intellectual Property Rights in Existing Material.
- 16.3 The Approved Supplier gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt any Material provided to the Commonwealth for the purposes of the Program for Commonwealth Purposes.

17. Privacy

- 17.1 When dealing with Personal Information in carrying out the Activity, the Approved Supplier agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principles.

18. Insurance

- 18.1 The Approved Supplier agrees to maintain adequate insurance (including product and public liability, professional indemnity and worker's compensation insurance) for the Term of this Deed Poll and provide the department with proof of insurance when requested.

19. Notices

- 19.1 Each party agrees to notify the other party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the grant (rebate) or its performance of its other requirements under this Deed Poll.
- 19.2 A notice under this Deed Poll must be in writing, signed by the party giving notice and addressed to the other party's Representative.
- 19.3 The Commonwealth may, by notice, advise the Approved Supplier of changes to this Deed Poll that are minor or of an administrative nature provided that any such changes do not increase the Approved Supplier's obligations under this Deed Poll.

20. Survival

- 20.1 Clauses 3, 9, 10, 12, 16, 20, and 21 and any other clauses which expressly or by implication from its nature is meant to survive, survive termination, cancellation or expiry of this Deed Poll.

21. Definitions

- 21.1 In this Deed Poll, unless the contrary appears:

Term	Definition
Activity	The project, tasks and services that the Approved Supplier is required to undertake in participating in the Program.

Term	Definition
Activity Material	Means any Material created or developed by the Approved Supplier as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
Approved Supplier	The legal entity specified on the first page of this Deed Poll and includes, where relevant, its officers, employees, contactors and agents.
Australian Privacy Principle	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Base Price	Means the full, non-discounted price usually charged for Eligible Equipment.
Commonwealth	The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts, the Department of Industry, Science and Resources (including Business Grants Hub), or any other agency that is, from time to time, responsible for administering this Deed Poll and includes, where relevant, the department or agency's officers, employees, contractors and agents.
Commonwealth Purposes	Means any Commonwealth purpose but does not include commercialisation or the provision of the Material to a third party for its commercial use.
Deed Poll	This document.
department	Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts or any other agency that is, from time to time, responsible for administering this Deed Poll and includes the department or agency's officers, delegates, employees and agents.
Eligible Equipment	Equipment identified by the department as eligible from the Approved Supplier's submitted Equipment Price List. Eligible Equipment may include connectivity solutions and supporting equipment, sensors, beacons and probes, systems and infrastructure to monitor water supply, animals and agriculture. The approved Lists of Eligible Equipment for each Approved Supplier will be included on the department's website.
EOI	Expression of Interest; a formal, preliminary submission submitted to the department and used to signal interest in participating in the Program
Fraud	Has the meaning given in clause 9.1 of this Deed Poll.
Grant Opportunity Guidelines	The Grant Opportunity Guidelines for the Program under which a grant (rebate) may be made available to potential Approved Suppliers.
Grant (rebate)	Any amount paid or payable by the Commonwealth under the Program and in accordance with this Deed Poll, that is intended to cover up to 50% of the sale price of Eligible Equipment, including delivery, installation and training, to Primary Producers.
Intellectual Property Rights	Means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the <i>Copyright Act 1968</i> (Cth)).

Term	Definition
List of Approved Suppliers	The List of Approved Suppliers for the purposes of Round 3 of the Program. This list will be prepared by the department and included on the department's website. The list will be updated if an Approved Supplier is removed and the updated list included on the department's website.
Material	Includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
Personal Information	Has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Primary Producer	A business conducting primary production activities in agriculture, aquaculture or forestry with an annual gross income of between \$40,000 and \$4 million, calculated at the average of the 3 previous years' income. Primary production activities are listed in the Australian and New Zealand Standard Industrial Classification (ANZSIC), 2006 (Revision 2.0) codes under Division A, Agriculture, Forestry and Fishing (subdivisions 01-03).
Program	The On Farm Connectivity Program Round 3.
Representative	The Commonwealth's Representative's details are as follows: Name: Assistant Secretary responsible for the Program Address: GPO Box 594 Canberra, ACT 2601 Email: OFCP@infrastructure.gov.au The Approved Supplier's Representative's details are as follows: Name: [Primary contact name] Address: [business address] Telephone: [Primary contact telephone] Email: [Primary contact email]
Term of this Deed Poll	The duration of the Deed Poll, as specified in clause 2.1 of this Deed Poll.
Work Health and Safety Plan	Has the meaning given in clause 5 of this Deed Poll.

Executed as a Deed Poll

Executed by the Approved Supplier in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Director's Name: (print)	
Signature and date:	
Director/Company Secretary Name: (print)	
Signature and date:	